

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

Creedon Controls, Inc., a Delaware Corporation	)	
	)	C.A. No.
Plaintiff,	)	
	)	
	)	
v.	)	
	)	
Banc One Building Corporation, an Illinois	)	
Corporation; and Forest Electric Corporation, a	)	
New York Corporation,	)	
	)	
Defendants.	)	

**NOTICE OF REMOVAL**

Pursuant to 28 U.S.C. §§ 1441 and 1446, Banc One Building Corporation, an Illinois Corporation, (“Banc One”) and Forest Electric Corporation, (“Forest”) a New York Corporation (collectively, “Defendants”), through their attorneys hereby remove this action from the Superior Court of New Castle County, Delaware, to this Court. This Notice of Removal is timely filed under 28 U.S.C. § 1446(b) in that it is filed within thirty days after the receipt of any defendant through service or otherwise of a copy of the Complaint. The grounds for removal are as follows:

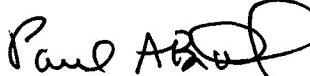
1. Plaintiff Creedon Controls, Inc. commenced this action by filing a complaint in the Superior Court of New Castle County, Delaware, on or about April 14, 2005. The action is now pending in that court, Civil Action No. 05L-04-106 (JRJ).
2. Plaintiff served the complaint on Defendant Forest’s registered agent on or about April 27, 2005. Bank One has not been served.
3. In accordance with 28 U.S.C. § 1446(b), a copy of all process, pleadings and orders served upon defendants is filed with this notice at Exhibit A.

4. In its complaint, Plaintiff has alleged breach of contract, recovery of labor, materials and general condition costs for delay as a result of breach of promises and warranties, unjust enrichment, violations of 6 Del. C. Chapter 35, and 6 Del. C. Chapter 36. Plaintiff is a citizen of the State of Delaware and has its principal place of business in Delaware. Defendant, Banc One Building Corporation, is incorporated in Illinois and has its principal place of business in Illinois. Defendant Forest Electric Corporation, is incorporated in New York and has its principal place of business in New York. Defendants thus seek removal of this action pursuant to 28 U.S.C. § 1441 on the ground that the above-captioned matter is a civil action over which this Court has original jurisdiction pursuant to 28 U.S.C. § 1332. The matter in controversy exceeds \$75,000.00, exclusive of cost and interest.

5. Pursuant to 28 U.S.C. § 1446(d), written notice of the filing of this notice of removal will be given to counsel for Plaintiff and a copy of the Notice of Removal will be filed with the Prothonotary of the Superior Court of New Castle County, Delaware.

WHEREFORE, Defendants Banc One Building Corporation and Forest Electric Corporation respectfully request that this case be removed from the Superior Court of Delaware to this Court, and proceed in this Court as an action properly removed thereto.

McCARTER & ENGLISH, LLP

BY:   
PAUL A. BRADLEY, I.D. 2156  
JENNIFER M. ZELVIN, I.D. 4325  
919 N. Market Street  
Mellon Bank Center, Suite 1800  
P. O. Box 111  
Wilmington, DE 19899  
(302) 984-6300  
Attorneys for Defendants  
Banc One Building Corporation and  
Forest Electric Corporation

DATED: May 17, 2005

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

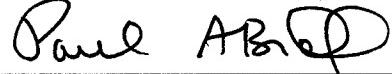
Creedon Controls, Inc., a Delaware Corporation )  
Plaintiff, ) C.A. No.  
v. )  
Banc One Building Corporation, an Illinois )  
Corporation; and Forest Electric Corporation, a )  
New York Corporation, )  
Defendants. )

**NOTICE TO ADVERSE PARTY OF FILING OF NOTICE OF REMOVAL**

To: Robert K. Beste, Jr., Esq.  
Cohen Seglias Pallas  
Greenhall & Furman P.C.  
Nemours Building, Suite 205  
1007 Orange Street  
Wilmington, Delaware 19801

**PLEASE TAKE NOTICE** that a Notice of Removal of this action from the Superior Court of Delaware, New Castle County, to the United States District Court for the District of Delaware was duly filed on this 17<sup>th</sup> day of May, 2005, in the United States District Court for the District of Delaware.

McCARTER & ENGLISH, LLP



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Paul A. Bradley, DE Bar ID #2156  
Jennifer M. Zelvin, DE Bar ID # 4325  
919 N. Market Street, Suite 1800  
Wilmington, Delaware 19801  
(302) 984-6309

*Attorneys for Banc One Building  
Corporation and Forest Electric  
Corporation*

DATED: May 17, 2005

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

Creedon Controls, Inc., a Delaware Corporation )  
Plaintiff, ) C.A. No.  
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Banc One Building Corporation, an Illinois )  
Corporation; and Forest Electric Corporation, a )  
New York Corporation, )  
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**COPIES OF ALL PROCESS PLEADINGS AND ORDERS IN STATE COURT**

Attached hereto, and made a part hereof, is a copy of the Civil Case Information Statement, Summons, Complaint, and Praeclipe, and Sheriff's Return received by Defendant Forest Electric Corporation. There were no other process, pleadings or orders served upon or otherwise received by the Defendants herein to date.

McCARTER & ENGLISH, LLP

  
\_\_\_\_\_  
Paul A. Bradley, DE Bar ID #2156)  
Jennifer M. Zelvin, DE Bar ID # 4325)  
919 N. Market Street, Suite 1800  
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*Attorneys for Banc One Building  
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DATED: May 17, 2005

**IN THE UNITED STATES DISTRICT COURT  
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Creedon Controls, Inc., a Delaware Corporation )  
Plaintiff, ) C.A. No.  
v. )  
Banc One Building Corporation, an Illinois )  
Corporation; and Forest Electric Corporation, a )  
New York Corporation, )  
Defendants. )

**STATEMENT PURSUANT TO LOCAL DISTRICT COURT CIVIL RULE 81.2**

This matter was removed from Superior Court In and For New Castle County, State of Delaware on May 17<sup>th</sup>, 2005. No pending motion requires judicial action at this time.

**McCARTER & ENGLISH, LLP**

  
\_\_\_\_\_  
Paul A. Bradley, DE Bar ID #2156  
Jennifer M. Zelvin, DE Bar ID # 4325  
919 N. Market Street, Suite 1800  
Wilmington, Delaware 19801  
(302) 984-6309

*Attorneys for Banc One Building  
Corporation and Forest Electric  
Corporation*

DATED: May 17, 2005

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

Creedon Controls, Inc., a Delaware Corporation	)	
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Plaintiff,	)	
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v.	)	
	)	
Banc One Building Corporation, an Illinois	)	
Corporation; and Forest Electric Corporation, a	)	
New York Corporation,	)	
	)	
Defendants.	)	

**CERTIFICATION OF SERVICE**

Paul A. Bradley, hereby certifies that:

1. I am an attorney-at-law of the State of Delaware and am a member of the firm of McCarter & English, LLP attorneys for Defendants Banc One Building Corporation and Forest Electric Corporation.
2. On May 17, 2005, I caused to be delivered via hand delivery two copies of the Notice to Adverse Parties of Filing of Notice of Removal, Notice of Removal and Copies of All Process, Pleadings, and Orders in State Court to Robert K. Beste, Jr., Esq., Cohen, Seglias,

*[the remainder of this page intentionally left blank]*

Pallas, Greenhall & Furman P.C., The Nemours Building, Suite 205, 1007 Orange Street,  
Wilmington, Delaware 19801, attorney for Plaintiff Creedon Controls, Inc.

McCARTER & ENGLISH, LLP

  
\_\_\_\_\_  
Paul A. Bradley, DE Bar ID #2156)  
Jennifer M. Zelvin, DE Bar ID # 4325)  
919 N. Market Street, Suite 1800  
Wilmington, Delaware 19801  
(302) 984-6309  
*Attorneys for Banc One Building  
Corporation and Forest Electric  
Corporation*

DATED: May 17, 2005

## **EXHIBIT A**



CORPORATION SERVICE COMPANY

**Notice of Service of Process**

LGR / ALL  
 Transmittal Number: 3974342  
 Date Processed: 04/27/2005

**Primary Contact:** Marianne B Sileo  
 Emcor Group, Inc.  
 301 Merritt Seven  
 Floor 6TH  
 Norwalk, CT 06851

<b>Entity:</b>	Forest Electric Corp. Entity ID Number 2177869
<b>Entity Served:</b>	Forest Electric Corporation
<b>Title of Action:</b>	Creedon Controls, Inc. vs. Banc One Building Corporation
<b>Document(s) Type:</b>	Summons/Complaint
<b>Nature of Action:</b>	Contract
<b>Court:</b>	New Castle County Superior Court , Delaware
<b>Case Number:</b>	05L-04-106 JRJ
<b>Jurisdiction Served:</b>	Delaware
<b>Date Served on CSC:</b>	04/27/2005
<b>Answer or Appearance Due:</b>	20 Days
<b>Originally Served On:</b>	CSC
<b>How Served:</b>	Personal Service
<b>Plaintiff's Attorney :</b>	Edward Seglias 302-425-5089



Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC.  
 2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | sop@cscinfo.com

SCI FA SUR MECHANIC'S LIEN  
IN THE SUPERIOR COURT OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY

Creedon Controls, Inc., a Delaware corporation,

Plaintiff,

v.

Banc One Building Corporation, an Illinois corporation; and Forest Electric Corporation, a New York corporation,

Defendants.

)  
) C. A. No. 05L-04-106 JRT  
)  
) JURY TRIAL DEMANDED  
)  
) AFFIDAVIT OF DEFENSE  
) REQUIRED BY 10 DEL. C. §3901  
)  
) NON-ARBITRATION CASE  
)

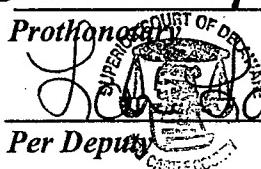
**THE STATE OF DELAWARE,  
TO THE SHERIFF OF NEW CASTLE COUNTY:  
YOU ARE COMMANDED:**

To summon the above-named Defendant, by making service upon its Registered Agent, so that, within 20 days after service thereof, exclusive of the day of service, Defendant shall serve upon Robert K. Beste, Jr., Esquire, Plaintiff's attorney, whose address is Cohen, Seglias, Pallas, Greenhall & Furman, P.C., 1007 Orange Street, Suite 205, Wilmington, Delaware 19801, an Answer to the Complaint, and, if an Affidavit of Demand has been filed, an Affidavit of Defense.

To serve upon Defendant a copy of the Complaint and the Affidavit of Demand, if any has been filed by Plaintiff.

DATED:

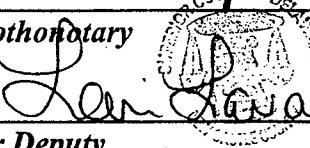
4/25/05

Sharon Agnew  
Prothonotary  
  
Jean Gavalle  
Per Deputy

**TO THE ABOVE-NAMED DEFENDANT:**

In case of your failure within twenty (20) days after service hereof upon you, exclusive of the day of service, to serve on Plaintiff's attorney named above, an Answer to the Complaint, and, if an Affidavit of Demand has been filed, an Affidavit of Defense, judgment by default will be rendered against you for the relief demanded in the Complaint, or in the Affidavit of Demand, if any.

DATED:

Sharon Agnew  
Prothonotary  
  
Jean Gavalle  
Per Deputy

SCI FA SUR MECHANIC'S LIEN  
IN THE SUPERIOR COURT OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY

Creedon Controls, Inc., a Delaware corporation,

Plaintiff,

v.

Banc One Building Corporation, an Illinois corporation; and Forest Electric Corporation, a New York corporation,

Defendants.

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) C. A. No. 05L-04-106 JRJ  
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) JURY TRIAL DEMANDED  
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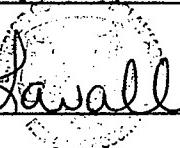
DATED: 4/25/05

2005  
IMMEDIATE  
NEW CASTLE COUNTY  
SHERIFF  
  
Sharon Agnew  
Prothonotary  
  
Jan Hawalle  
Per Deputy

**TO THE ABOVE-NAMED DEFENDANT:**

In case of your failure within twenty (20) days after service hereof upon you, exclusive of the day of service, to serve on Plaintiff's attorney named above, an Answer to the Complaint, and, if an Affidavit of Demand has been filed, an Affidavit of Defense, judgment by default will be rendered against you for the relief demanded in the Complaint, or in the Affidavit of Demand, if any.

DATED:

Sharon Agnew  
Prothonotary  
  
Jan Hawalle  
Per Deputy

SUPERIOR COURT CIVIL CASE INFORMATION  
Case 1:05-cv-00300-JJP Document 1 Filed 05/17/2005 Page 12 of 52  
STATEMENT (CIS)

COUNTY:  N    K    S

CIVIL ACTION NO. 05L-04-106 JRJ

CIVIL CASE CODE: LIEN  
(SEE REVERSE SIDE FOR CODE AND TYPE)

CIVIL CASE TYPE: Mechanic's Lien

**CAPTION:**

Creedon Controls, Inc., a Delaware corporation,  
Plaintiff,

v.

Banc One Building Corporation, an Illinois  
corporation, and Forest Electric Corporation, a  
New York corporation,

Defendants.

NAME AND STATUS OF PARTY FILING DOCUMENT:  
**Attorneys for Plaintiff**

DOCUMENT TYPE (E.G., COMPLAINT; ANSWER w/ COUNTERCLAIM):  
**Complaint and Statement of Claim for  
Mechanics Lien**

NON-ARBITRATION XX E-FILED \_\_\_\_\_  
(CERTIFICATE OF VALUE MAY BE REQUIRED)

ARBITRATION \_\_\_\_\_ MEDIATION \_\_\_\_\_ NEUTRAL ASSESS. \_\_\_\_\_  
DEFENDANT (CIRCLE ONE) ACCEPT REJECT  
Jury Demand Yes XX No \_\_\_\_\_

TRACK ASSIGNMENT REQUESTED: (CIRCLE ONE)

EXPEDITED  STANDARD COMPLEX

ATTORNEY NAME(S):

**ROBERT K. BESTE, JR., ESQUIRE**

ATTORNEY I.D.: **154**

FIRM NAME: **COHEN, SEGLIAS, PALLAS, GREENHALL  
& FURMAN, P.C.**

ADDRESS: **1007 ORANGE STREET, STE. 205,**

**NEMOURS BLDG., WILMINGTON, DE 19801**

TELEPHONE NUMBER:

**(302)425-5089**

FAX NUMBER:

**(302) 425-5097**

E-MAIL ADDRESS: **RBESTE@COHENSEGTLAS.COM**

IDENTIFY ANY RELATED CASES NOW PENDING IN THE  
SUPERIOR COURT BY CAPTION AND CIVIL ACTION  
NUMBER, INCLUDING JUDGE'S INITIALS

EXPLAIN THE RELATIONSHIP(S):

OTHER UNUSUAL ISSUES THAT AFFECT CASE  
MANAGEMENT:

(IF ADDITIONAL SPACE IS NEEDED, PLEASE ATTACH  
PAGES)

THE PROTHONOTARY WILL NOT PROCESS THE COMPLAINT, ANSWER OR FIRST RESPONSIVE PLEADING IN THIS MATTER FOR SERVICE UNTIL THE CASE INFORMATION STATEMENT (CIS) IS FILED. THE FAILURE TO FILE THE CIS AND TO HAVE THE PLEADING PROCESSED FOR SERVICE MAY RESULT IN THE DISMISSAL OF THE COMPLAINT OR MAY RESULT IN THE ANSWER OR FIRST RESPONSIVE PLEADING BEING STRICKEN.

**SUPERIOR COURT CIVIL CASE INFORMATION STATEMENT (CIS)**  
 Case 1:05-cv-00300-JMF Document 1 Filed 05/22/05 Page 1 of 52

**INSTRUCTIONS**

**CIVIL CASE TYPE**

Please select the appropriate civil case code and case type (e.g. CODE - AADM and TYPE - Administrative Agency) from the list below. Enter this information in the designated spaces on the Case Information Statement.

**APPEALS**

AADM - Administrative Agency  
 ACCP - Court of Common Pleas  
 ACER - Certiorari  
 AFAM - Family Court  
 AIAB - Industrial Accident Board  
 APSC - Public Service Commission  
 AUIB - Unemployment Insurance Appeal Board

**COMPLAINTS**

CAAA - Auto Arb Appeal \*  
 CASB - Asbestos  
 CATT - Foreign & Domestic Attachment  
 CCCP - Transfer from CCP \*  
 CCHA - Transfer from Chancery \*  
 CCON - Condemnation  
 CDBT - Debt/Breach of Contract \*  
 CDEF - Defamation \*  
 CDEJ - Declaratory Judgment  
 CEJM - Ejectment \*  
 CFJG - Foreign Judgment \*  
 CINT - Interpleader  
 CLIB - Libel \*  
 CMAL - Malpractice \*  
 CACT - Class Action  
 CPIA - Personal Injury Auto \*  
 CPIN - Personal Injury \*  
 CPRD - Property Damage \*  
 CPRL - Products Liability \*  
 CRPV - Replevin  
 CSBI - Silicone Breast Implant  
 CTAX - Tax Appeal  
 CFRD - Fraud Enforcement  
 CSPD - Summary Proceedings Dispute

**INVOLUNTARY COMMITMENTS**

INVc - Involuntary Commitment

**MISCELLANEOUS**

MAAT - Appointment of Attorney  
 MAFF - Application for Forfeiture  
 MBAL - Bail Forfeiture  
 MCED - Cease and Desist Order  
 MCRO - Complaint Requesting Order  
 MCTO - Consent Order  
 MHAC - Habeas Corpus  
 MIND - Destruction of Indicia of Arrest  
 MISS - Issuance of Subpoena/Material Witness  
 MMAN - Mandamus  
 MOUT - Out of State Deposition  
 MPOS - Writ of Possession  
 MPRO - Writ of Prohibition  
 MROP - Petition for Return of Property  
 MROD - Road Resolution  
 MSAM - Satisfy Mortgage  
 MSOJ - Compel Satisfaction of Judgment  
 MTAX - Tax Ditches  
 MVAC - Vacate Public Road  
 MSEm - Set Aside Satisfaction of Mortgage  
 MSSS - Set Aside Sheriff's Sale  
 MSEL - Sell Real Estate for Property Tax  
 MTOX - Hazardous Substance Cleanup  
 MCVp - Civil Penalty  
 MREF - Tax Intercept  
 MGAR - Appointment of Guardianship  
 MFOR - Intercept of Forfeited Money

**MORTGAGES**

MORT - Mortgage

**MECHANICS LIENS**

LIEN - Mechanics Lien \*

**OTHER**

OTHR - Specify Type

\* Case types subject to Arbitration Rule 16.1

**DUTY OF THE PLAINTIFF**

Each plaintiff/counsel shall complete the attached Civil Case Information Statement (CIS) and file with the complaint.

**DUTY OF THE DEFENDANT**

Each defendant/counsel shall complete the attached Civil Case Information Statement (CIS) and file with the answer and/or first responsive pleading.

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY

Creedon Controls, Inc., a Delaware corporation,

Plaintiff,

v.

Banc One Building Corporation, an Illinois corporation; and Forest Electric Corporation, a New York corporation,

Defendants.

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) C. A. No. 05L-04-106 JRJ  
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) JURY TRIAL DEMANDED  
)  
) **AFFIDAVIT OF DEFENSE**  
) **REQUIRED BY 10 DEL. C. §3901**  
)  
)  
)  
)

**COMPLAINT AND STATEMENT OF CLAIM FOR MECHANICS' LIEN**

**COUNT I**

(Statement of Claim for Mechanics' Lien)

1. Plaintiff, Creedon Controls, Inc. (hereinafter "CCI") is a corporation of the State of Delaware, with its principal place of business located at 3424 Old Capitol Trail, Wilmington, Delaware 19808.

2. Defendant Banc One Building Corporation (hereinafter "Banc One") is a corporation of the State of Illinois. Service of process may be made upon Banc One by serving the Secretary of State of the State of Delaware, pursuant to 10 Del. C. §3104. Banc One is the owner of the structure and the land and premises that are the subject of this Statement and Claim for Mechanics' Lien.

3. Defendant Forest Electric Corporation (hereinafter "Forest") is a corporation of the State of New York. Forest's Registered Agent is The Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

4. The Banc One Project #6B - General Lighting & Power Contract (hereinafter

"Project #6B"), was made between CCI and Banc One as the owner of the structure, as evidenced and set forth in the attached Exhibit "A", and as modified as set forth in the letter of Patricia Creedon, President of CCI, dated June 14, 2004, with attached Addendum 1, as more fully set forth in the attached Exhibit "B".

5. The amount claimed to be due is \$2,985,758, as more specifically set forth in the "Bill of Particulars", a copy of which is attached hereto as Exhibit "C".

6. The date on which labor and the furnishing of the materials began, was October 6, 2003.

7. The date on which the furnishing of the materials, labor, and equipment was completed by CCI was September 22, 2004. The date of the completion of the structure was on or about September 22, 2004. The date when the payment of 90% of the contract price, including the value of any work done pursuant to the contract modifications or change orders, was made to CCI has not yet occurred. The date when CCI submitted its final invoice to Banc One was March 31, 2005.

8. The location of the property that is the subject of this statement and claim for Mechanics' Lien is described as 4001 Governor Printz Boulevard, Wilmington, Delaware, being Tax Parcel No. 06-149.00-002, and being more particularly bounded and described in the Deed attached hereto as Exhibit "D", and incorporated herein by reference, and is known as the Banc One Core Data Center II (hereinafter "Data Center").

9. The labor was done and the materials and equipment furnished by CCI, on the credit of the structure.

10. The amount of CCI's claim is in excess of \$25.00; to-wit, \$2,985,758, and neither that amount nor any part thereof has been paid to CCI.

11. The amount which CCI claims is due it is \$2,985,758.

12. No mortgage of the type described in 25 Del. C. §2712(b)(11) exists on the structure.

13. Alternatively, it is alleged that CCI made its contract directly with Forest, a subcontractor and/or agent of Banc One.

14. In support of its claim for a Mechanics' Lien, based upon a direct contract with Forest, CCI relies upon 25 Del. C. §2711(b), and states that the date that final payment, including all retainage, is due to CCI is May 2, 2005, and that it is unknown what date final payment was made (if at all) to a contractor who has contracted directly with Banc One, or with whom such person has a contract, express or implied, for the furnishing of labor, material and equipment, in connection with the project that is the subject of this litigation.

**COUNT II**  
**(Breach of Contract - Banc One)**

15. CCI incorporates herein by reference, Paragraphs 1 through 14 of this Complaint, as though set forth at length herein.

16. CCI entered into an agreement with Forest, as agent for and on behalf of Banc One, for the performance of labor, materials, and equipment supplied for the Data Center.

17. The work performed by CCI, for Project #6B, in accordance with its agreement with Banc One, is as more fully set forth in the attached Exhibit "A", as modified and supplemented by the letter of Patricia Creedon, President of CCI, to Forest, dated June 14, 2004,

with attachments, a copy of which is attached hereto as Exhibit "B".

18. In accordance with the agreements of CCI and Banc One, and in good faith, CCI performed additional work at the request of Banc One, pursuant to change orders approved and unpaid, approved but not submitted, and approved but repriced and rebilled; and CCI is entitled to \$146,684 for such change orders.

19. In accordance with the agreement of the parties, and in good faith, CCI performed certain additional work at the request of Banc One, in accordance with properly submitted but unapproved and unpaid change orders. CCI has incurred further costs in completing its contract with Banc One. CCI is entitled to \$2,657,694 for such change orders.

20. In accordance with the agreements of the parties, as more fully set forth in the Exhibits "A" and "B", and other agreements of the parties, CCI performed services and supplied materials and equipment for Project #6B, having a value of \$6,402,106 of which \$3,416,348 has been paid, and \$2,985,758 remains due and owing.

**COUNT III**  
**(Breach of Contract - Forest)**

21. CCI incorporates herein by reference, Paragraphs 1 through 20 of this Complaint, as though set forth at length herein.

22. Defendant Forest invited CCI to bid on the project known as Project #6B.

23. In reliance of the representations made by Defendant Forest at bid time, CCI made its bid for Project #6B, for \$3,152,000. In making such bid, CCI relied upon the bid documents provided at bid time, by Banc One and its representatives and agents, and the expectancy of

normal industry practice, in the conduct, scheduling, and coordination of Project #6B.

24. In accordance with the bid documents, CCI prepared a detailed schedule used as the basis of its bid calculations of manpower utilization, supervision, peak manpower, and cash-flow requirements.

25. The bid of CCI was accepted, and CCI and Forest entered into an agreement that CCI would complete Project #6B, for services including lighting in Areas A through G of the Data Center, general power receptacles in Areas A though G, and all electrical requirements in the Administration Building (with a few exceptions), feeders, power and lighting panels, automatic transfer switches, inverter systems, lighting control system, and empty voice and data conduits, in Areas A through G and the Administration Building.

26. Defendant Forest represented to CCI that the work would be completed substantially in accordance with the bid package, and substantially in accordance with a subcontract agreement delivered to CCI by Defendant Forest by letter dated May 4, 2004, as set forth in the attached Exhibit A, and as further modified and agreed to as set forth in Exhibit "B."

27. In accordance with said agreement between CCI and Forest, CCI performed services and supplied materials, and equipment for the Project #6B, having a value of \$6,402,106, of which \$3,416,348 has been paid, and \$2,985,758 is due and owing.

28. In accordance with the agreements of CCI and Forest, and in good faith, CCI performed additional work at the request of Forest, pursuant to change orders approved and unpaid, approved but not submitted, and approved but repriced and rebilled; and CCI is entitled to \$146,684 for such change orders.

29. In accordance with the agreement of the parties, and in good faith, CCI performed certain additional work at the request of Forest, in accordance with properly submitted but unapproved and unpaid change orders. CCI has incurred further costs in completing its contract with Forest. CCI is entitled to \$2,657,694 for such change orders.

**COUNT IV**  
**(Recovery of Labor, Material, Equipment, and General Condition Costs for Delay - Banc One and Forest)**

30. -CCI incorporates by reference paragraphs 1 through 29 of this Complaint, as though set forth at length herein.

31. In connection with CCI's preparation of its bid proposal, for completion of the work identified in the agreement of the parties, made to Forest, for itself and on behalf of Banc One, CCI carefully examined all bid documents related to the agreements, and prepared its proposal, and negotiated with Forest, for itself and on behalf of Banc One. The price for which CCI eventually agreed to perform the contract work was fair and reasonable for the work described in the agreements, and based upon the scope and schedule of the work set forth in the bid proposal.

32. Implied in the agreements of the parties were certain promises and warranties on the part of Forest, for itself and on behalf of Banc One, as follows:

(a) that they would promptly make the Project site available, in a reasonable sequence, and would provide prompt access to work areas in order to permit CCI to perform its work without unreasonable suspension, hindrance or delay, as reasonably anticipated by CCI at

the time and the basis of CCI's bid;

(b) that it would not prevent, hinder, or delay CCI in the performance of its contract work and would at all times do whatever was necessary to enable CCI to perform its contract work in a timely, orderly, efficient, and economical manner, as reasonably anticipated by CCI at the time and the basis of CCI's bid;

(c) that the Project would be constructed as designed and described in the agreements of the parties (with only minor changes), as reasonably anticipated by CCI at the time and the basis of CCI's bid; and

(d) that the Project would be managed and constructed in the manner and sequence contemplated by the agreements of the parties and completed within the contract time specified therein, as reasonably anticipated by CCI at the time and the basis of CCI's bid.

33. As a result of failures by Forest, for itself and on behalf of Banc One, CCI was not able to complete Project #6B in a timely fashion.

34. The delays in completing the contract work required CCI to extend the performance of its work following entry into agreements with Forest, for itself and on behalf of Banc One, and to incur increases in labor and material costs, and substantially more general conditions cost and extended home office overhead and other costs than could be reasonably anticipated at the time of bid preparation and at the time the parties reached their agreements.

35. CCI's bid proposal and its performance of the agreements of the parties were based on the expectation of, and in reliance upon, the fact that: (1) the construction of the Data Center would progress on time and in an orderly, coordinated and expeditious manner (including

an effective and workman-like planning and based upon CCI's schedule at bid time, based upon scheduling by Forest, for itself and on behalf of Banc One, at bid time, and as mutually changed thereafter), without undo delay, disruption and/or interference; and (2) the Data Center would be completed in accordance with the time provided by the agreement of the parties, as reasonably anticipated by CCI at bid time, and at the time the parties reached their agreements.

36. As Forest, for itself and on behalf of Banc One, caused CCI to complete its work at the Project months after the time for completion as provided in the schedules and agreements, Forest, for itself and on behalf of Banc One, breached the agreements.

37. The aforesaid breach by Forest, for itself and on behalf of Banc One, hindered, obstructed, interfered with, and delayed the performance of CCI's work, so that it could not be completed in a manner contemplated by the agreements of the parties, as reasonably anticipated at bid time, in that Forest:

- a) failed to properly plan, schedule and coordinate the work on the Project #6B as a whole;
- b) failed to obtain responses to requests for information and to obtain and effectuate design and engineering changes and clarifications in a timely and coordinated manner, so as not to impede or disrupt the progress of CCI's work;
- c) failed to furnish to CCI with accurate and coordinated drawings and dimensions, adequate design details, and failed to properly obtain and issue approved shop drawings, all of which hindered CCI in the

prosecution of its work; and

- d) directly interfered with the scheduling and performance of CCI's work by causing changes and disruptions to its reasonably planned methods and sequences of work, which served as the basis of CCI's bid.

38. Because of the various breaches of contract by Forest, for itself and on behalf of Banc One, enumerated above, CCI was:

- a) deprived of the construction methods, techniques, procedures and scheduling of performance, originally contemplated at bid time, and the basis of CCI's bid and basis of the agreements of the parties;
- b) caused to perform the work under the agreements of the parties in methods, sequences, techniques, procedures, and scheduling of performance, contrary to usual industry practice;
- c) prevented from performing its contract work in an orderly, effective, expeditious, and economical manner;
- d) forced to perform phases of its contract work under job conditions which adversely affected labor productivity;
- e) forced to perform work beyond the requirements of the agreements;
- f) forced to move CCI equipment and materials, and that of others, in order to continue CCI's work;
- g) prevented from realizing the profits originally contemplated at bid time by CCI under the agreements of the parties;

- h) unable to store tools, materials, and equipment in a safe place to prevent damage and loss; and
- i) caused to perform its contract work out of sequence and without timely or continuous access to work areas.

39. As a result of the aforementioned breaches of contract by Forest, for itself and on behalf of Banc One, CCI has suffered delay damages in an amount in excess of \$2,657,694 all of which resulted in CCI having to incur increased labor, material, and general conditions costs in the performance of its contract work during the contract time, and after the original completion date thereof, all in excess of the costs contemplated at bid time, the basis of CCI's bid under the agreements of the parties. Such costs are in addition to other amounts demanded in this litigation.

40. Despite repeated demands, CCI has not received compensation for the aforementioned labor, material, general conditions costs, and tended home office overhead and other costs, under the agreement or otherwise.

41. Forest and Banc One must pay CCI for all additional general condition costs, and extended home office overhead and other costs it incurred after the completion date set forth in the agreements.

**COUNT V**  
**(Unjust Enrichment)**

42. CCI hereby incorporates by reference, Paragraphs 1 through 41 of this Complaint, as though set forth at length herein.

43. CCI conferred a benefit upon Forest and Banc One, by supplying certain labor, materials, and equipment, and incurring other costs, under Project #6B, to construct the Data

Center.

44. The value of the benefit conferred by CCI upon Forest and Banc One, for which CCI has not received payment is \$2,985,758.

45. Forest and Banc One have appreciated, accepted, and retained the benefit conferred upon them by CCI, without paying for the same, and it would be inequitable for Forest and Banc One to retain the benefit conferred, without payment to CCI, for the value of the same.

46. All conditions precedent have been performed or have occurred.

**COUNT VI**  
**(6 Del. C. Chapter 35 - CCI)**

47. CCI incorporates by reference, Paragraphs 1 through 46 of this Complaint, as though more fully set forth herein at length.

48. Upon information and belief, Forest has received funds from Banc One in connection with the agreement between Forest and CCI, for the work performed by CCI under Project #6B.

49. The agreed upon work to be performed by CCI has been fully performed. CCI has submitted invoices to Forest for such services, and Forest has refused appropriate payment.

50. Forest has not applied or used those funds by making payments due to CCI, in violation of 6 Del. C. Chapter 35, and has failed to apply monies received by it for work performed by CCI.

51. A constructive trust is imposed for the benefit of CCI, upon funds received or held

by Forest with respect to Project #6B.

52. In accordance with 6 Del. C. §3509, CCI is entitled to its attorneys' fees; arbitration costs, if any; expert witness fees; and the costs of this action.

**COUNT VII**  
**(6 Del. C. Chapter 36 - Banc One)**

53. CCI incorporates by reference, Paragraphs 1 through 52 of this Complaint, as though more fully set forth at length herein.

54. Banc One has failed to pay CCI amounts due to CCI for services performed and materials supplied to Project #6B.

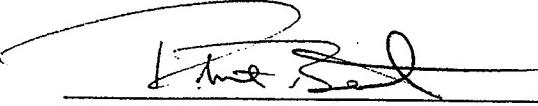
55. The agreed-upon work to be performed by CCI has been fully performed. CCI has submitted invoices to Banc One for such services, and Banc One has refused appropriate payment.

56. In accordance with 6 Del. C. §3509, CCI is entitled to attorneys' fees, arbitration costs, if any, expert witness fees, and the costs of this action.

WHEREFORE, Plaintiff CCI Controls, Inc., demands judgment against Defendants Banc One Building Corporation and Forest Electric Corporation, in the amount of \$2,985,758 and such further amounts which the trier of facts determines to be equitable and just, attorneys' fees, pre-judgment, post-judgment interest, expert witness fees, arbitration fees (if any), and the costs of this action, and that an *in rem* judgment for a Mechanics' Lien, in Plaintiff's favor and against the structure and property that are the subject of the Statement of Claim for Mechanics' Lien, in the amount of \$2,985,758, and such other and further relief as the Court deems appropriate and

just.

**Cohen, Seglias, Pallas, Greenhall &  
Furman, P.C.**

  
Edward Seglias, Esq. (I. D. No. 2822)  
Robert K. Beste, Jr., Esq. (I. D. No. 154)  
1007 Orange Street, Nemours Bldg., Ste. 205  
Wilmington, DE 19801  
(302) 425-5089  
Attorneys for Plaintiff

Date: 4/19/05

RKB/msj  
06894-0001

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY

Creedon Controls, Inc., a Delaware corporation,

Plaintiff,

v.

Banc One Building Corporation, an Illinois corporation; and Forest Electric Corporation, a New York corporation,

Defendants.

)  
) C. A. No. \_\_\_\_\_  
)  
) JURY TRIAL DEMANDED  
)  
) **AFFIDAVIT OF DEFENSE**  
) **REQUIRED BY 10 DEL. C. §3901**  
)  
)  
)  
)

**AFFIDAVIT**

STATE OF DELAWARE :  
: SS  
NEW CASTLE COUNTY :

BEING FIRST DULY SWORN, according to law, the undersigned does depose and state the following:

1. That I am the President of Creedon Controls, Inc.
2. That I have reviewed the attached Complaint and Statement of Claim for Mechanics' Lien and incorporated exhibits;
3. That the facts stated in the attached Complaint and Statement of Claim for Mechanics' Lien are true and correct;
4. That the principal sum of \$2,985,758 plus interest, counsel fees, and costs of this action are demanded for Creedon Controls, Inc., and that the sums are justly due and owing.

CREEDON CONTROLS, INC.

BY: Patricia Creedon  
Patricia Creedon, President

SWORN TO AND SUBSCRIBED before me, the 11<sup>th</sup> day of May, 2005.

Notary Public

My Commission Expires: N/A

**EXHIBIT "A"**



Forest Electric Corp.  
Two Penn Plaza, Floor 4  
New York, NY 10121  
Phone: 212.318.1500  
Fax: 212.318.1793  
[www.forestelectric.net](http://www.forestelectric.net)

May 4, 2004

Patricia Creedon  
Creedon Controls, Inc.  
3424 Old Capital Trail  
Wilmington, DE 19808

RE: Bank One – CDC-2  
RFP 6B General Lighting & Power  
RFP 21B IT Cable Conveyance System - Pod A

Dear Ms. Creedon

Enclosed are five (5) copies of a Single Project Construction Services Agreement for the above referenced projects.

Please have an officer of your company sign all five copies for each project and return them to our office as soon as possible. A fully executed copy will then be returned to you.

Should you have any questions, please do not hesitate to contact your undersigned.

Very truly yours,

FOREST ELECTRIC CORP.



Donna M. Lucas  
Senior Legal Assistant

cc: P. Angerame

**SINGLE PROJECT**  
**CONSTRUCTION SERVICES AGREEMENT**  
**CONTRACT NO. 6B**

Pre-bid meetings will/will not be held. If applicable, the pre-bid meeting will occur at \_\_\_\_\_ A.M./P.M. on \_\_\_\_\_, \_\_\_\_\_, at CDC #2 – Governor Printz Blvd. Brandywine, DE 19802.

When completed, return five (5) executed copies of this Single Project Construction Services Agreement if by U.S. mail addressed to Owner c/o Forest Electric Corp., Two Penn Plaza, NY, NY 10121 Mail Code \_\_\_\_\_; if hand delivered to Owner c/o \_\_\_\_\_, Floor, \_\_\_\_\_, in each case for receipt by Owner by or before 3:00 P.M. on \_\_\_\_\_.

Owner:  
Banc One Building Corporation  
1 Bank One Plaza  
Mail Code IL1-0505  
Chicago, IL 60670-0503

Owner's Project Manager:  
Karl Wm. Auwarter, VP, Real Estate

Building Owner/Manager: None

Site:  
**Bank One Core Data Center #2**  
**4001 Governor Printz Blvd.**  
**Wilmington, Delaware 19802**

Construction Manager:  
Tishman Construction Corporation of Maryland  
666 Fifth Avenue  
New York, New York 10103-0256

Electrical Trade Manager:  
Forest Electric Corp.  
Two Penn Plaza  
New York, NY 10121

Construction Contractor:  
**Creedon Controls, Inc.**  
**3424 Old Capital Trail**  
**Wilmington, DE 19808**

Construction Contractor's Key Staff Members:  
Superintendent: \_\_\_\_\_  
Assistant Superintendent: \_\_\_\_\_

#### **Other Key Staff:**

Title \_\_\_\_\_ Name: \_\_\_\_\_

**Construction Contractor's Authorized Signatories:**

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_

This Single Project Construction Services Agreement is made as of the 2<sup>nd</sup> day of October, 2003 ("Agreement") between Electrical Trade Manager and Construction Contractor. This Agreement, including all exhibits attached hereto, together with all drawings, specifications and modifications issued after the execution of this Agreement and delivered to Construction Contractor, are herein called the "Contract" and the "Contract Documents". Electrical Trade Manager and Construction Contractor agree to the terms and conditions set forth in the Contract Documents.

1. The project ("Project") consists generally of, and a general description of the Work is (and, if applicable, a more detailed description of the Work is set forth on Exhibit C), as follows:  
Electrical Work as per RFP 6B – General Lighting & Power  


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2. Construction Contractor acknowledges it received the plans and specifications that are listed on, and, as applicable, a more detailed description of the Work as set forth on, Exhibit C hereto.
3. Construction Contractor's obligations under this Agreement ~~will~~~~not~~ (strike through one) require payment and performance bonds as set forth in Section 6.04 of the General Conditions attached hereto as Exhibit G ("General Conditions"). If no selection is clearly made in the preceding sentence, then payment and performance bonds will be required as set forth in Section 6.04 of the General Conditions.
4. Liquidated damages ~~will~~~~not~~ (strike through one) be applicable to the Project as set forth in Section 7.03 of the General Conditions. If required, the "Per Day Liquidated Damage Amount" is \$5,000 per day.
5. The "Contract Sum" is Three Million One Hundred Fifty-Two Thousand Dollars (\$3,152,000.00). The Contract Sum (subject to additions and deductions by change orders as provided by the Contract Documents) includes all costs and expenses related to the Work incurred by or on behalf of Construction Contractor and any costs or expenses in excess of the Contract Sum in anyway related to the Work or the Contract Documents shall be paid by Construction Contractor. Additionally, upon final completion of the Work at the time of the final payment being made to Construction Contractor, all costs associated with unused allowances and contingencies will be adjusted and returned to the Owner.
6. Written notice shall be deemed to be duly served if served to the Electrical Trade Manager or Construction Contractor, as the case may be, at the respective address set forth below in accordance with Section 6.03 of the General Conditions:

If to Construction Manager, addressed to:  
 Tishman Construction Corporation of  
 Maryland  
 666 Fifth Avenue  
 New York, New York 10103-0256  
 Attention: William Stanton

With a copy to Owner:

Bank One  
301 N. Walnut Street  
Wilmington, DE 19801  
 Attention: Karl Auwarter

With a copy to:

Forest Electric Corp.  
4001 Governor Printz Blvd.  
Wilmington, DE 19802  
 Attention: Paul Angerame

If to Construction Contractor, addressed to:  
Creedon Controls, Inc.  
3424 Old Capital Trail  
Wilmington, DE 19808

Attention:

If to Electrical Trade Manager, addressed to:  
Forest Electric Corp.  
Two Penn Plaza  
New York, New York 10121  
 Attention: Philip Altheim

7. Electrical Trade Manager hereby represents to Construction Contractor that (i) Owner has retained Electrical Trade Manager to act as Owner's construction managers to arrange for the construction of the Project; and (ii) Electrical Trade Manager has full power and authority and is duly authorized to execute and deliver this Contract with and to Construction Contractor upon the terms and conditions set forth herein. All communications from Owner to Construction Contractor shall be delivered either (i) to Electrical Trade Manager with instructions to forward such communications to Construction Contractor, or (ii) directly to Construction Contractor with a simultaneous notification to Electrical Trade Manager. All written approvals and actions required of or permitted to be taken by Owner under the Contract shall be effective if executed by either Owner or by Electrical Trade Manager acting on Owner's behalf, and Construction Contractor shall be permitted to rely on all such written approvals unless and until Owner (and not Electrical Trade Manager) notifies Construction Contractor in writing to the contrary. Construction Contractor shall be entitled to rely on information communicated through the Electrical Trade Manager and work with the Electrical Trade Manager until Owner provides written notice of the termination of such Electrical Trade Manager's responsibilities or a substitution of such Electrical Trade Manager.

This Agreement shall be effective only when (i) Electrical Trade Manager executes and delivers this Single Project Construction Services Agreement to Construction Contractor, (ii) all appropriate blanks contained herein are completed, and (iii) each of the Exhibits A, B, C, D, E, F, G and H (each of which is hereby incorporated herein) has been completed and attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

CONSTRUCTION CONTRACTOR:

FIRM: CREEDON CONTROLS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:

BANC ONE BUILDING CORPORATION,  
an Illinois Corporation

By: Forest Electric Corp. as Banc One Building  
Corporation's agent and Electrical Trade  
Manager.

By: \_\_\_\_\_

Name: Philip Altheim \_\_\_\_\_

Title: Chairman/CEO \_\_\_\_\_

LIST OF EXHIBITS  
TO  
SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT

- EXHIBIT A COMPLETION SCHEDULE
- EXHIBIT B SCHEDULE OF VALUES AND ANTICIPATED DRAW SCHEDULE
- EXHIBIT C PLANS AND SPECIFICATIONS
- EXHIBIT D WORK AREA
- EXHIBIT E MAXIMUM CHANGE ORDER RATES FOR OVERHEAD, PROFIT, CONTRACTOR'S FEE, AND GENERAL CONDITIONS
- EXHIBIT F RATES AND UNIT PRICES
- EXHIBIT G GENERAL CONDITIONS TO SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT
- EXHIBIT H FOREST ELECTRIC RFP 6B BEST AND FINAL PRICE

EXHIBIT A

COMPLETION SCHEDULE

**Project Completion Date - September 15, 2004**

EXHIBIT B

SCHEDULE OF VALUES AND ANTICIPATED DRAW SCHEDULE

Note: These schedules must specifically separate out the Cost of the Work, and Construction Contractor's Fee.

EXHIBIT C

PLANS AND SPECIFICATIONS

Attached Rider "B", List of Drawings and Specifications dated July 14, 2003 and all bulletins and addenda issued thereafter. Refer also to RFP 6B.

## Bank One Core Data Center II

Brandywine, Delaware

July 14, 2003

## List of Drawings and Specifications

DWG./Spec No.	Description	Date
<b>CIVIL</b>		
C-201	General Development Plan - Cover Sheet	April 30, 2003
C-202	Lines and Grades Plan	April 30, 2003
C-203	Lines and Grades Plan	April 30, 2003
C-204	Erosion and Sediment Control Plan	April 30, 2003
C-205	Erosion and Sediment Control Plan	April 30, 2003
C-206	Construction Details	April 30, 2003
C-207	Construction Details	April 30, 2003
C-208	Construction Details	April 30, 2003
C-209	Construction Details	April 30, 2003
Č-210	Construction Details and Notes	April 30, 2003
C-301	Entrance/Exit Plan	April 30, 2003
C-302	Entrance/Exit Plan	July 14, 2003
C-303	Entrance/Exit Plan	July 14, 2003
C-304	Entrance/Exit Plan	July 14, 2003
C-401	Fire Marshall Plan	July 14, 2003
C-501	Sanitary Sewer Construction Plan	April 30, 2003
C-502	Sanitary Sewer Construction Plan	
C-503	Sanitary Sewer Construction Plan	
<b>LANDSCAPE</b>		
L101	Planting and Seeding Plan	April 30, 2003
L102	Planting and Seeding Plan	April 30, 2003
<b>ARCHITECTURAL</b>		
A00.00	Drawing Index, Vicinity Map, Location Map & Project Information	July 14, 2003
A00.01	Graphic Symbols and Abbreviations	July 14, 2003
A00.20	Overall Egress Plan and Occupancy Information	July 14, 2003
A00.50	Site Plan	July 14, 2003
A00.51	Enlarged Site Plans	July 14, 2003
A00.52	Site Elevations and Details	July 14, 2003
A01.01	Overall Slab Plan	July 14, 2003
A01.02	Overall Shell Construction Plan	June 11, 2003
A01.03	Overall Interior Construction Plan	July 14, 2003
A01.04	Overall Roof Plan	July 14, 2003
A01.05	Overall Roof Equipment Plan	June 11, 2003
A02.01.1	First Floor Slab Plan - Area A	July 14, 2003
A02.01.2	First Floor Slab Plan - Area B	July 14, 2003
A02.01.3	First Floor Slab Plan - Administration Area	July 14, 2003
A02.02.1	First Floor Shell Construction Plan - Area A	July 14, 2003
A02.02.2	First Floor Shell Construction Plan - Area B	June 11, 2003
A02.02.3	First Floor Shell Construction Plan - Administration Area	July 14, 2003
A02.03.1	First Floor Interior Construction Plan - Area A	July 14, 2003
A02.03.2	First Floor Interior Construction Plan - Area B	July 14, 2003
A02.03.3	First Floor Interior Construction Plan - Administration Area	July 14, 2003
A02.04.1	Roof Plan - Area A	July 14, 2003
A02.04.2	Roof Plan - Area B	July 14, 2003
A02.04.3	Roof Plan - Administration Area	July 14, 2003
A02.05.1	Roof Equipment Plan - Area A	July 14, 2003
A02.05.2	Roof Equipment Plan - Area B	July 14, 2003
A02.05.3	Roof Equipment Plan - Administration Area	July 14, 2003
A02.10	Enlarged Generator Plans	June 11, 2003
A03.01	Enlarged Power & Communication Plans	July 14, 2003
A04.01	Enlarged Reflected Ceiling Plans	July 14, 2003
A05.00.1	Room Finish Schedule & Finish Schedule	July 14, 2003
A05.01	Enlarged Finish Plans	July 14, 2003
A06.01	Enlarged Furniture Plans	July 14, 2003
A08.00	Enlarged Toilet Room Plans	July 14, 2003
A08.10	Enlarged Vestibule Plans, Elevations, & Details	July 14, 2003
A09.00	Exterior Building Elevations	July 14, 2003
A09.10	Building Sections	July 14, 2003
A09.11	Building Sections	July 14, 2003
A09.20	Enlarged Exterior Elevations-Administration Area	July 14, 2003
A09.21	Enlarged Exterior Elevations	July 14, 2003
A09.22	Enlarged Exterior Elevations	June 11, 2003
A09.23	Enlarged Exterior Elevations	June 11, 2003
‘09.24	Enlarged Exterior Elevations	June 11, 2003
‘09.30	Wall Sections	June 11, 2003
A09.31	Wall Sections	July 14, 2003
A09.32	Wall Sections - Administration Area	July 14, 2003
A10.00	Stair #1 - Plans & Sections	July 14, 2003
A10.01	Stair #2 - Plans & Sections	July 14, 2003

## Bank One Core Data Center II

Brandywine, Delaware

## List of Drawings and Specifications

July 14, 2003

## DWG./Spec No.

## Description

## Date

A11.00	Interior Elevations	July 14, 2003
A11.01	Interior Elevations	July 14, 2003
A11.02	Interior Elevations	July 14, 2003
A11.10	Interior Elevations - Toilet Rooms	July 14, 2003
A11.11	Interior Elevations-Break & Service Counters, Admin. Areas	July 14, 2003
A11.12	Interior Elevations	July 14, 2003
A12.00	Foundation Details	July 14, 2003
A12.01	Precast Concrete Panel Types	June 11, 2003
A12.02	Precast Concrete Panel Details	July 14, 2003
A12.03	Metal Panel & Curtain Wall Sectional Details - Administration Area	July 14, 2003
A12.04	Metal Panel & Curtain Wall Plan Details - Administration Area	July 14, 2003
A12.10	Exterior Details - Generator Shaft - North	July 14, 2003
A12.11	Exterior Details - Generator Shaft - South	July 14, 2003
A12.12	Expansion Joint Details	July 14, 2003
A12.13	Expansion Joint Details	July 14, 2003
A12.20	Roof Details	July 14, 2003
A12.21	Roof Details - Administration Area	July 14, 2003
A13.00	Partition Types	July 14, 2003
A13.01	Partition Types & Details	July 14, 2003
A13.20	Door Schedule	July 14, 2003
A13.30	Door Types & Door Details	July 14, 2003
A13.31	Door Details	July 14, 2003
A13.40	Millwork Details	July 14, 2003
A13.50	Ceiling Details	July 14, 2003
A13.60	Raised Floor Details & Misc. Details	July 14, 2003

## STRUCTURAL

S00.00	General Notes	June 11, 2003
S01.01.1	Foundation Plan - Area A	July 14, 2003
S01.01.2	Foundation Plan - Area B	July 14, 2003
S01.01.3	Foundation Plan - Area C	July 14, 2003
S01.02.1	Roof Framing Plan - Area A	July 14, 2003
S01.02.2	Roof Framing Plan - Area B	July 14, 2003
S01.02.3	Roof Framing Plan - Area C	July 14, 2003
.02.00	Foundation Details	July 14, 2003
S02.01	Foundation Details	July 14, 2003
S02.02	Foundation Details	June 11, 2003
S02.03	Retaining Wall Plan and Details	June 11, 2003
S03.00	Steel Column Schedule and Details	June 11, 2003
S03.01	Steel Bracing Elevations	June 11, 2003
S03.02	Bracing Details	July 14, 2003
S03.03	Typical Steel Details	June 11, 2003
S03.04	Typical Composite Details	June 11, 2003
S03.05	Steel Details	June 11, 2003
S03.06	Steel Details	June 11, 2003
S05.00	Masonry Details	June 11, 2003
S05.01	Masonry Details	June 11, 2003

## MECHANICAL DRAWINGS

M001	Legends, Abbreviations & Symbols	July 14, 2003
M101-A	Floor Plan - Ductwork - Part A	July 14, 2003
M101-B	Floor Plan - Ductwork - Part B	July 14, 2003
M101-C	Floor Plan - Ductwork - Part C (Admin)	July 14, 2003
M102-A	Roof Plan - Part A	July 14, 2003
M102-B	Roof Plan - Part B	July 14, 2003
M102-C	Roof Plan - Part C (Admin)	July 14, 2003
M201-A	Floor Plan - Piping - Part A	July 14, 2003
M201-B	Floor Plan - Piping - Part B	July 14, 2003
M301	Part. Plan Chiller Room A	July 14, 2003
M302	Part. Plan Chiller Room B	July 14, 2003
M303	Part. Plan Cooling Towers & Sections	July 14, 2003
M304	Under Floor Piping Details	July 14, 2003
M305	Part. Plan Fan Room #1	July 14, 2003
M306	Part. Plan Fan Room #2	July 14, 2003
M307	Part. Plan Generator Room	July 14, 2003
M308	Chiller Room Sections	July 14, 2003
I01	Chilled & Condenser Water Piping Flow Diagrams	July 14, 2003
A402	Air Flow Schematics - 1	July 14, 2003
M403	Air Flow Schematics - 2	July 14, 2003
M404	Motor Control Centers	July 14, 2003
M405	Wiring Diagrams	July 14, 2003

## Bank One Core Data Center II

Brandywine, Delaware

## List of Drawings and Specifications

July 14, 2003

## DWG./Spec No.

## Description

## Date

M502	Ductwork Details - 2	July 14, 2003
M503	Piping Details - 1	July 14, 2003
M504	Piping Details - 2	July 14, 2003
M601	HVAC Equipment Schedules - 1	July 14, 2003
M602	HVAC Equipment Schedules - 2	July 14, 2003
M603	HVAC Equipment Schedules - 3	July 14, 2003
M604	HVAC Equipment Schedules - 4	July 14, 2003
M605	HVAC Equipment Schedules - 5	July 14, 2003
M700	HVAC Control Points	July 14, 2003
M701	HVAC Control - Module Riser	July 14, 2003
M702	HVAC Control Points List - 1	July 14, 2003
M703	HVAC Control Points List - 2	July 14, 2003
M704	HVAC Control Points List - 3	July 14, 2003
M705	HVAC Control Points List - 4	July 14, 2003
M706	HVAC Control Points List - 5	July 14, 2003
M707	HVAC Control Points List - 6	July 14, 2003
M708	HVAC Control Points List - 7	July 14, 2003
M709	HVAC Control Points List - 8	July 14, 2003
M710	HVAC Control Points List - 9	July 14, 2003
M711	HVAC Control Points List - 10	July 14, 2003
M712	HVAC Control Points List - 11	July 14, 2003
M713	HVAC Control Points List - 12	July 14, 2003
M714	HVAC Control Points List - 13	July 14, 2003
<b>PLUMBING</b>		
P001	Symbol List, General Notes, Schedules and Details	June 11, 2003
P100A	Underground Floor Plan - Part A	July 14, 2003
P100B	Underground Floor Plan - Part B	May 23, 2003
P100C	Underground Floor Plan - Part C	July 14, 2003
P101-A	Floor Plan - Part A	June 11, 2003
P101-B	Floor Plan - Part B	July 14, 2003
P101-C	Floor Plan - Part C	July 14, 2003
P102-A	Roof Plan - Part A	July 14, 2003
P102-B	Roof Plan - Part B	July 14, 2003
P102-C	Roof Plan - Part C	July 14, 2003
P201	Partial Underground Floor Plan	June 11, 2003
P202	Partial Underground Floor Plans	May 23, 2003
P203	Partial Floor Plan	July 14, 2003
P204	Partial Floor Plan	July 14, 2003
P301	Water Storage Tank Detail	July 14, 2003
P302	Sanitary Riser Diagram	July 14, 2003
P303	Sanitary Riser Diagram	July 14, 2003
P304	Domestic Water Riser Diagram	July 14, 2003
<b>FIRE PROTECTION DRAWINGS</b>		
FP001	Symbol List, General Notes, Schedules and Details	July 14, 2003
FP101-A	Floor Plan - Part A	July 14, 2003
FP101-B	Floor Plan - Part B	July 14, 2003
FP101-C	Floor Plan - Part C	July 14, 2003
FP201	Partial Floor Plans and Details	July 14, 2003
<b>ELECTRICAL</b>		
E001	Abbreviations and Symbol List	May 23, 2003
E002	General Notes and Lighting Fixture Schedule	July 14, 2003
ES001	Electrical Site Plan	May 23, 2003
E101-A	Lighting Floor Plan - Part A	July 14, 2003
E101-B	Lighting Floor Plan - Part B	July 14, 2003
E101-C	Lighting Floor Plan - Part C	July 14, 2003
E101-D	Lighting Floor Plan - Part D	July 14, 2003
E101-E	Lighting Floor Plan - Part E	July 14, 2003
E101-F	Lighting Floor Plan - Part F	July 14, 2003
E101-G	Lighting Floor Plan - Part G	July 14, 2003
E101-H	Lighting Floor Plan - Part H (Admin. Area)	July 14, 2003
E102	Lighting Site Plan	July 14, 2003
E202-A	Power Floor Plan - Part A	May 23, 2003
E202-B	Power Floor Plan - Part B	May 23, 2003
E202-C	Power Floor Plan - Part C	May 23, 2003
202-D	Power Floor Plan - Part D	May 23, 2003
E202-E	Power Floor Plan - Part E	May 23, 2003
E202-F	Power Floor Plan - Part F	May 23, 2003
E202-G	Power Floor Plan - Part G	May 23, 2003
E203-A	Power Floor Plan-RPP's, Receptacles and Phones Part-A	May 23, 2003
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E203-C	Power Floor Plan-RPP's, Receptacles and Phones Part-C	July 14, 2003
E203-D	Power Floor Plan-RPP's, Receptacles and Phones Part-D	July 14, 2003
E203-E	Power Floor Plan-RPP's, Receptacles and Phones Part-E	July 14, 2003
E203-F	Power Floor Plan-RPP's, Receptacles and Phones Part-F	July 14, 2003
E203-G	Power Floor Plan-RPP's, Receptacles and Phones Part-G	July 14, 2003
E203-H	Power Floor Plan-RPP's, Receptacles and Phones Part-H-Admin Area	July 14, 2003
E204-A	Power & Lighting Roof Plan-Part-A	July 14, 2003
E204-B	Power & Lighting Roof Plan-Part-B	July 14, 2003
E204-C	Power & Lighting Roof Plan-Part-C	July 14, 2003
E302-A	Underground Grounding Plan - Part A	July 14, 2003
E302-B	Underground Grounding Plan - Part B	July 14, 2003
E302-C	Underground Grounding Plan - Part C (Admin. Area)	July 14, 2003
E303-A	Lightning Protection Roof Plan-Part A	July 14, 2003
E303-B	Lightning Protection Roof Plan-Part B	July 14, 2003
E303-C	Lightning Protection Roof Plan-Part C - Admin Area	July 14, 2003
E304-A	Fire Alarm Floor Plan-Part A	July 14, 2003
E304-B	Fire Alarm Floor Plan-Part B	July 14, 2003
E304-C	Fire Alarm Floor Plan-Part C (Admin)	July 14, 2003
E305-A	ASSD Floor Plan-Part A	July 14, 2003
E305-B	ASSD Floor Plan-Part B	July 14, 2003
E306-A	Power Underground Conduit Layout Plan - Part A	July 14, 2003
E306-B	Power Underground Conduit Layout Plan - Part B	July 14, 2003
E307-A	Telecom, Control, Electrical Power Monitoring, Underground Conduit Systems Plan - Part A	May 23, 2003
E307-B	Telecom, Control, Electrical Power Monitoring, Underground Conduit Systems Plan - Part B	May 23, 2003
E308-A	EPMS and BMS Lan Cable Plan - Part A	May 23, 2003
E308-B	EPMS and BMS Lan Cable Plan - Part B	July 14, 2003
E401-A	Main One Line Diagram	July 14, 2003
E401-B	Distribution One Line Diagram - Computer Substations 1A, 1B, 2A, 2B, MLBA & MLBB	May 23, 2003
E401-C	Distribution One Line Diagram - Computer Substations 3A, 3B, 4A & 4B	May 23, 2003
E401-E	Distribution One Line Diagram - Mechanical Substations 1A and 1B	May 23, 2003
E401-F	Distribution One Line Diagram - Mechanical Substations 2A and 2B	May 23, 2003
E401-H	Distribution One Line Diagram - Critical Output Distribution Switchgear 1A and 1B	May 23, 2003
E401-I	Distribution One Line Diagram - Critical Output Distribution Switchgear 2A and 2B	May 23, 2003
E401-J	Distribution One Line Diagram - Critical Output Distribution Switchgear 3A and 3B	May 23, 2003
E401-K	Distribution One Line Diagram - Critical Output Distribution Switchgear 4A and 4B	May 23, 2003
E402	Part One Line Diagrams for Kirk Key and Synch. Check Relaying	May 23, 2003
E403	12kV Distribution Switchgear "MD-A" & "MD-B" Relay Diagrams	July 14, 2003
E404	Generator Switchgear and Generator Relay Diagrams	July 14, 2003
E405-A	EPMS Typical for 43.5kV, 13.8kV A & B MV CB	July 14, 2003
E405-B	EPMS Main Distribution Switchgear 1	July 14, 2003
E405-C	EPMS Main Distribution Switchgear 2	July 14, 2003
E405-D	EPMS Diesel Generator	July 14, 2003
E405-E	EPMS Diesel Generator Switchgear	July 14, 2003
E405-F	EPMS Computer Substation Side A & B	July 14, 2003
E405-G	EPMS Mechanical Substation Side A & B	July 14, 2003
E405-H	EPMS Loadbank Substation A & B	July 14, 2003
E405-I	EPMS UPS & SSC Output Switchgear	July 14, 2003
E405-J	EPMS Critical Output Distribution Switchgear	July 14, 2003
E405-K	EPMS Alt Critical Output Switchgear	July 14, 2003
E405-L	EPMS UPS MB A & B	July 14, 2003
E405-M	RPP	July 14, 2003
E406-A	EPMS Screen Flow and Summary Description	July 14, 2003
E406-B	EPMS #1 Screen Name List	July 14, 2003
E406-C	EPMS #2 Screen Name List	July 14, 2003
E406-D	EPMS #3 Screen Name List	July 14, 2003
E406-E	EPMS #4 Screen Name List	July 14, 2003
E407-A	EPMS System Cabling and Details	July 14, 2003
E407-B	EPMS & BMS Lan Details	July 14, 2003
E408	EPMS GPS System Diagrams	July 14, 2003
E409	Control Block Diagram	July 14, 2003
E410	Control Wiring Block Diagram	July 14, 2003
E411-A	EPO Diagram-Data Center 'A' and Generator Rooms 1A and 1B	July 14, 2003
E411-B	EPO Diagram-Data Center 'B' and Generator Rooms 2A and 2B	July 14, 2003
E412	125VDC Battery System	July 14, 2003
E422	Fire Alarm and ASSD System Connection Diagram and Mounting Details	July 14, 2003
E501	Lighting Panel Schedules	July 14, 2003
E502-A	UPS Receptacle Panel Schedules	July 14, 2003
J2-B	UPS Receptacle Panel Schedules	July 14, 2003
J3	Receptacle Panel Schedules	July 14, 2003
E504-A	Mechanical Equipment Panel Schedules	July 14, 2003
E504-B	Mechanical Equipment Panel Schedules	July 14, 2003
E504-C	Mechanical Equipment Panel Schedules	July 14, 2003

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E505-A	PP Panel Schedules	
E505-B	PP Panel Schedules	July 14, 2003
E506	Miscellaneous Mechanical Loads	July 14, 2003
E507-A	DC "A" Panel Schedules	July 14, 2003
E507-B	DC "B" Panel Schedules	July 14, 2003
E601	Grounding Details Part 1	July 14, 2003
E602	Grounding Details Part 2	July 14, 2003
E603	Lighting Control Panel Schedules and Details	May 23, 2003
E604	Smoke Detection and Fire Alarm Details	May 23, 2003
E605	Lighting Details	July 14, 2003
E606	Lightning Protection Details	July 14, 2003
E607	Power Underground Conduit Sections and Details	July 14, 2003
E610	Switchgear Elevations	May 23, 2003
E611	Switchgear Elevations	July 14, 2003
E612	Electrical Details	July 14, 2003
E613	Underfloor Receptacle Details	July 14, 2003
SE001	<b>SECURITY DRAWINGS</b>	
SE101-A	Security Symbols, Drawing List and Notes	May 23, 2003
SE101-B	Floor Security Plan - Part A	May 23, 2003
SE101-C	Floor Security Plan - Part B	May 23, 2003
SE401	Security Floor Plan - Part C - Admin. Area & Site Gate Security Part Plan	May 23, 2003
SE601	Security Block Diagrams & Riser Diagram	May 23, 2003
SE602	Security System Details Sheet #1	July 14, 2003
	Security System Details Sheet #2	July 14, 2003
		July 14, 2003
F101	<b>FUEL OIL</b>	
F102	Part Site and Generator Room Plan - Gen. Rms 1A and 2A	May 23, 2003
F103	Part Site and Generator Room Plan - Gen. Rms 1B and 2B	May 23, 2003
F401	Part Plans and Sections	July 14, 2003
F402	Fuel Oil Flow Diagram - Gen. Rms 1A and 1B	April 30, 2003
F403	Fuel Oil Flow Diagram - Gen. Rms 2A and 2B	April 30, 2003
F404	Fuel Oil System Connection Diagrams	April 30, 2003
F405	Fuel Oil System Monitoring System	April 30, 2003
F501	Fuel Oil Control Diagram	April 30, 2003
F502	Underground Fuel Oil Storage Tank Details	July 14, 2003
	Details	April 30, 2003
		April 30, 2003
<b>DIVISION 1</b>	<b>GENERAL REQUIREMENTS</b>	
01100	Summary	April 18, 2003
01140	Work Restrictions	April 18, 2003
01210	Allowances	April 18, 2003
01250	Contract Modification Procedures	April 18, 2003
01270	Unit Prices	April 18, 2003
01290	Payment Procedures	April 18, 2003
01310	Project Management And Coordination	April 18, 2003
01320	Construction Progress Documentation	April 18, 2003
01330	Submittal Procedures	April 18, 2003
01331	Coordination Drawings CAD Waiver	April 18, 2003
01400	Quality Requirements	April 18, 2003
01420	References	April 18, 2003
01500	Temporary Facilities And Controls	April 18, 2003
01600	Product Requirements Substitution Request	April 18, 2003
01700	Execution Requirements	April 18, 2003
01731	Cutting And Patching	April 18, 2003
01770	Closeout Procedures	April 18, 2003
01771	Final Cleaning	April 18, 2003
		June 11, 2003
<b>DIVISION 2</b>	<b>SITE CONSTRUCTION</b>	
02100	Site Preparation	April 18, 2003
02200	Site Excavation, Filling and Grading	April 18, 2003
02270	Temporary Erosion and Sediment Control Measures	April 18, 2003
02271	RIPRAP	April 30, 2003
02430	Catch Basins	April 30, 2003
02484	Topsolling	April 30, 2003
02486	Fertilizing and Seeding	April 30, 2003
02489	Mulching	April 30, 2003
~2490	Sodding	April 30, 2003
.492	Watering	April 30, 2003
02504	Pavement Milling	April 30, 2003
02510	Concrete Sidewalks	April 30, 2003
02511	Seal Coat	April 30, 2003
		April 30, 2003

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02513	Bituminous Concrete Paving, Hot-Mixed	April 30, 2003
02514	Adjusting and Repairing Existing Catch Basins and Manholes	April 30, 2003
02520	Portland Cement Concrete Paving	April 30, 2003
02528	Concrete Curb	April 30, 2003
02579	Pavement Millings	April 30, 2003
02605	Manholes	April 30, 2003
02610	Reinforced Concrete Pipe/HDPE	April 30, 2003
02612	PVC Sanitary Sewer and Pipe Fittings	April 30, 2003
02620	Subdrainage	April 30, 2003
02622	PVC Storm Sewer Pipe and Fittings	April 30, 2003
02665	Ductile Iron Pipe and Fittings	April 30, 2003
02668	Water Valves and Valve Boxes	April 30, 2003
02669	Standard Fire Hydrant	April 30, 2003
02721	Junction Boxes	April 30, 2003
02900	General Planting	April 30, 2003
02910	Topsoil and Seeding	April 30, 2003
<b>DIVISION 3</b>	<b>CONCRETE</b>	
03100	Concrete Formwork	April 30, 2003
03200	Concrete Reinforcement and Embedded Assemblies	April 30, 2003
03300	Concrete	April 30, 2003
03450	Plant-Precast Architectural Concrete	May 7, 2003
<b>DIVISION 4</b>	<b>MASONRY</b>	
04820	Unit Masonry Assemblies	June 11, 2003
<b>DIVISION 5</b>	<b>METALS</b>	
05120	Structural Steel	May 7, 2003
05300	Metal Deck	May 7, 2003
05511	Metal Stairs	June 11, 2003
05521	Exterior Pipe and Tube Railings	June 11, 2003
05811	Architectural Joint Systems	June 11, 2003
<b>DIVISION 6</b>	<b>WOOD &amp; PLASTICS</b>	
06105	Miscellaneous Carpentry	July 14, 2003
<b>DIVISION 7</b>	<b>THERMAL AND MOISTURE PROTECTION</b>	
07115	Bituminous Dampproofing	June 11, 2003
07210	Building Insulation	June 11, 2003
07412	Metal Wall Panels	June 11, 2003
07552	SBS-Modified Bituminous Membrane Roofing	June 11, 2003
07620	Sheet Metal Flashing and Trim	June 11, 2003
07716	Roof Expansion Assemblies	June 11, 2003
07720	Roof Accessories	June 11, 2003
07841	Through-Penetration Firestop Systems	June 11, 2003
07900	Joint Sealers	April 30, 2003
07920	Joint Sealants	April 30, 2003
		June 11, 2003
<b>DIVISION 8</b>	<b>DOORS AND WINDOWS</b>	
08111	Steel Doors and Frames	June 11, 2003
08125	Interior Aluminum Frames	July 14, 2003
08211	Flush Wood Doors	July 14, 2003
08311	Access Doors and Frames	July 14, 2003
08331	Overhead Colling Doors	July 14, 2003
08411	Aluminum Entrances and Storefronts	June 11, 2003
08700	Door Hardware (CDC2)	June 11, 2003
08711	Door Hardware	June 11, 2003
08716	Power Door Opoerators	July 14, 2003
08800	Glazing	July 14, 2003
08911	Structural Glazed Aluminum Curtain Wall	June 11, 2003
		June 11, 2003
<b>DIVISION 9</b>	<b>FINISHES</b>	
09260	Gypsum Board Assemblies	June 11, 2003
09310	Ceramic Tile	July 14, 2003
09511	Acoustical Panel Ceilings	July 14, 2003
09514	Acoustical Metal Pan Ceiling	July 14, 2003
09654	Linoleum Floor Coverings	July 14, 2003
09681	Carpet Tile	July 14, 2003
09922	Interior Painting (Professional Line Products)	July 14, 2003
09960	High-Performance Coatings	June 11, 2003

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<b>DIVISION 10</b>	<b>SPECIALTIES</b>	
10101	Presentation Dry Erase Wallcovering	July 14, 2003
10155	Toilet Compartments	July 14, 2003
10200	Louvers and Vents	June 11, 2003
10265	Impact-Resistant Wall Protection	July 14, 2003
10270	Access Flooring	July 14, 2003
10505	Metal Lockers	July 14, 2003
10520	Fire-Protection Specialties	July 14, 2003
10605	Wire Mesh Partitions	July 14, 2003
10801	Toilet and Bath Accessories	July 14, 2003
<b>DIVISION 11</b>	<b>EQUIPMENT</b>	
11010	Window Washing Systems	July 14, 2003
11160	Loading Dock Equipment	June 11, 2003
<b>DIVISION 12</b>	<b>FURNISHINGS</b>	
12484	Floor Mats and Frames	July 14, 2003
12491	Horizontal Louver Blinds	July 14, 2003
<b>DIVISION 13</b>	<b>SPECIAL CONSTRUCTION</b>	
13700	SECURITY ACCESS AND SURVEILLANCE	July 14, 2003
13701	ACCESS CONTROL & ALARM MONITORING SYSTEMS	July 14, 2003
13702	CLOSED-CIRCUIT TELEVISION SYSTEMS	July 14, 2003
<b>DIVISION 14</b>	<b>CONVEYING SYSTEMS</b>	
14610	Fixed Hoists	July 14, 2003
<b>DIVISION 15</b>	<b>MECHANICAL</b>	
15020H	HVAC REQUIREMENTS	July 14, 2003
15145H	HANGERS AND SUPPORTS	July 14, 2003
15170H	MOTORS	July 14, 2003
15175H	MOTOR CONTROLLERS	July 14, 2003
15180H	MOTOR-CONTROL CENTERS	July 14, 2003
15190H	HVAC IDENTIFICATION	July 14, 2003
15200H	INSULATION	July 14, 2003
15241H	HVAC VIBRATION CONTROLS AND SEISMIC RESTRAINTS	July 14, 2003
15491H	FUEL-OIL SYSTEM	July 14, 2003
15500H	PIPING SYSTEMS	July 14, 2003
15540H	HVAC PUMPS	July 14, 2003
15545H	WATER TREATMENT	July 14, 2003
15560H	LIQUID LEAK DETECTION SYSTEMS	July 14, 2003
15575H	BREECHINGS, CHIMNEYS AND STACKS	July 14, 2003
15600H	REFRIGERATION SYSTEM EQUIPMENT	July 14, 2003
15761H	AIR COILS	July 14, 2003
15784H	COMPUTER-ROOM AIR-CONDITIONING UNITS INSTALLATION	July 14, 2003
15805H	DIESEL ENGINE INSTALLATION	July 14, 2003
15810H	HUMIDIFIERS	July 14, 2003
15832H	FINNED-TUBE RADIATION	July 14, 2003
15835H	UNIT HEATERS	July 14, 2003
15850H	FANS	July 14, 2003
15854H	CENTRAL-STATION AIR-HANDLING UNITS	July 14, 2003
15856H	INTAKE AND RELIEF VENTILATORS	July 14, 2003
15890H	SHEET METAL WORK	July 14, 2003
15933H	AIR TERMINALS	July 14, 2003
15990H	TESTING, ADJUSTING AND BALANCING	July 14, 2003
<b>DIVISION 15</b>	<b>Plumbing</b>	
15020P	PLUMBING REQUIREMENTS	July 14, 2003
15100P	PLUMBING VALVES	July 14, 2003
15135P	PLUMBING METERS AND GAGES	July 14, 2003
15145P	Plumbing Hangers and Supports	July 14, 2003
15170P	PLUMBING MOTORS	June 11, 2003
15190P	Plumbing Identification	July 14, 2003
15241P	Plumbing Vibration Controls and Seismic Restraints	June 11, 2003
15260P	Plumbing Insulation	June 11, 2003
15321P	ELECTRIC-DRIVE, VERTICAL FIRE PUMPS	June 11, 2003
15325P	FIRE-SUPPRESSION SPRINKLERS	July 14, 2003
15411P	PLUMBING WATER DISTRIBUTION PIPING	July 14, 2003
5420P	PLUMBING DRAINAGE AND VENT PIPING	July 14, 2003
15430P	PLUMBING SPECIALTIES	July 14, 2003
15440P	Plumbing Fixtures	July 14, 2003
15441P	COOLING TOWER WATER MAKEUP PUMPS	June 11, 2003

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15452P	SUMP PUMPS	
15461P	Electric Water Heaters	July 14, 2003 June 11, 2003
<b>DIVISION 16</b>		
16050	<b>ELECTRICAL</b>	
16055	BASIC ELECTRICAL REQUIREMENTS	July 14, 2003
16071	TEMPORARY ELECTRICAL FACILITIES FOR CONSTRUCTION	July 14, 2003
16075	SEISMIC CONTROLS FOR ELECTRICAL WORK	July 14, 2003
16080	ELECTRICAL IDENTIFICATION	July 14, 2003
16120	ACCEPTANCE TESTING	July 14, 2003
16121	CONDUCTORS AND CABLES	July 14, 2003
16124	CONTROL/SIGNAL TRANSMISSION MEDIA	July 14, 2003
16130	MEDIUM-VOLTAGE CABLES	July 14, 2003
16140	RACEWAYS, BOXES AND CABINETS	July 14, 2003
16145	WIRING DEVICES	July 14, 2003
16312I	LIGHTING CONTROL DEVICES	July 14, 2003
16344I	12KV-480/277 VOLT SUBSTATIONS - Installation Only	July 14, 2003
16345I	12KV DISTRIBUTION SWITCHGEARS - Installation Only	July 14, 2003
16415	12KV PARALLELING SWITCHGEAR - Installation Only	July 14, 2003
16425	TRANSFER SWITCHES	July 14, 2003
16426I	SWITCHBOARDS	July 14, 2003
16441I	SWITCHGEARS (CRITICAL OUTPUT DISTRIBUTION) - Installation Only	July 14, 2003
16452	ALTERNATE CRITICAL SWITCHBOARDS - Installation Only	July 14, 2003
16461	GROUNDING	July 14, 2003
16470	DRY TYPE TRANSFORMERS (600V AND LESS)	July 14, 2003
16471I	PANELBOARDS	July 14, 2003
16475	POWER DISTRIBUTION UNIT (PDU'S) - Installation Only	July 14, 2003
16476	FUSES	July 14, 2003
16480I	DISCONNECT SWITCHES AND CIRCUIT BREAKERS	July 14, 2003
16511	LOAD BANKS - Installation Only	July 14, 2003
16521	INTERIOR LIGHTING	July 14, 2003
16610I	EXTERIOR LIGHTING	July 14, 2003
16621I	UNINTERRUPTIBLE POWER SUPPLY SYSTEM - Installation Only	July 14, 2003
16637I	PACKAGED ENGINE GENERATORS - Installation Only	July 14, 2003
6722	REMOTE POWER PANELS (RPP'S) - Installation Only	July 14, 2003
6723	AIR SAMPLING SMOKE DETECTION SYSTEMS	July 14, 2003
16997	ADDRESSABLE FIRE ALARM SYSTEMS	July 14, 2003
	ELECTRICAL SYSTEM COMMISSIONING REQUIREMENTS	July 14, 2003
<b>DIVISION 17</b>		
17975H	HVAC CONTROL SYSTEMS	July 14, 2003
	HVAC CONTROL SYSTEMS	

EXHIBIT D

WORK AREA

**4001 Governor Printz Blvd.  
Wilmington, Delaware 19802**

EXHIBIT E

MAXIMUM CHANGE ORDER RATES FOR OVERHEAD,  
PROFIT, CONSTRUCTION CONTRACTOR'S FEE

1. Construction Contractor may add to its "on-site" cost of extra Work when such Work is performed directly at the site with its own personnel, equipment and materials, it being agreed by Construction Contractor that it will not subcontract out work when it would be more efficient (both in terms of time and money) for Construction Contractor's own personnel to perform such work.  
15 % for all of Construction Contractor's Fee related to such Change Order
2. Construction Contractor may add an additional percentage to subcontractor's costs for administration and supervision of extra Work by a subcontractor.  
6 % for all of Construction Contractor's Fee related to such Change Order
3. Construction Contractor shall deduct over and above his "on-site" cost of deleted Work when such Work would have been performed directly at the Site with its own personnel, equipment and materials.  
15 % for all of Construction Contractor's Fee related to such Change Order
4. Construction Contractor shall deduct an additional percentage over and above subcontractor's credit for administration and supervision of extra Work by a subcontractor.  
6 % for all of Construction Contractor's Fee related to such Change Order

EXHIBIT F

RATES AND UNIT PRICES

Item

Price

EXHIBIT G

GENERAL CONDITIONS  
TO  
SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT

These General Conditions are attached to and made a part of the Single Project Construction Services Agreement ("Agreement"). All terms defined either in the Agreement or in these General Conditions shall have the meaning ascribed thereto wherever used in the Contract Documents. Terms and abbreviations not specifically defined in the Contract Documents which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

**ARTICLE 1      WORK**

1.01 Construction Contractor shall perform or cause to be performed, in a first class manner and in accordance with the Contract, all work set forth in, contemplated by or reasonably inferable as being necessary to produce the intended results from, the plans and specifications listed on Exhibit C to the Agreement (as supplemented and modified by Owner throughout the design process), including all labor and materials to complete the general description of such work contained in the Agreement and all movable furnishings specifically identified as being the responsibility of or to be performed by Construction Contractor on such plans and specifications (as supplemented and modified by Owner throughout the design process) and excluding movable furnishings specified or indicated on such plans and specifications to be excluded or to be the responsibility of Owner or Owner's other contractors or consultants (collectively all such labor, materials, and services to be provided by Construction Contractor are herein called the "Work"). In the event of any discrepancy between large-scale plans and small-scale plans, the large-scale plans shall govern. The foregoing shall not relieve Construction Contractor of Construction Contractor's responsibility to advise Owner of any inconsistencies in any of the plans and specifications which a fully competent first class contractor could reasonably be expected to discover upon review of the plans and specifications. Except as set forth above, if any of the Contract Documents imposes a different or greater obligation or limitation upon Construction Contractor than another Contract Document, the Contract Document imposing the greater obligation or limitation on Construction Contractor shall govern and prevail. Plans and specifications which are either (i) necessary for the proper execution and completion of the Work or for the proper operation of the completed improvements or (ii) consistent with and reasonably inferable from the plans and specifications attached hereto as Exhibit C (as supplemented and modified by Owner throughout the design process) as being part of the scope of the Work may hereafter be furnished and will be incorporated in Exhibit C and into the Work at no additional cost to Owner. Construction Contractor acknowledges that it has participated and will participate in meetings with Owner and its design professionals and Construction Contractor has been given ample opportunity to obtain a thorough understanding of the intended final product and fully reviewed the plans and specifications listed on Exhibit C, and thus Construction Contractor hereby agrees that no increase in the Contract Sum shall result unless a change in scope occurs as evidenced by a written change order executed by Owner and Construction Contractor. Construction Contractor shall participate in the value engineering by proposing appropriate and suitable alternatives to achieve the intended design, functionality and quality in a manner that will best enable the Work to be completed within the budget and schedule therefor and shall cooperate and work with the Owner and its consultants as part of an integrated team to maximize the quality of the improvements contemplated by the Work and its components and systems while minimizing the cost of the Work and meeting the requirements of the schedule therefor.

1.02 As between Owner and Construction Contractor, all plans and specifications for the Work and other material related to the Work prepared by Construction Contractor or furnished to Construction Contractor by Owner are and shall remain Owner's property, and shall be used by Construction Contractor only with respect to the Work. Construction Contractor acknowledges that a confidential relationship has been established between Owner and Construction Contractor and that Owner may communicate to Construction Contractor certain confidential information to enable Construction Contractor to render the services required in the Contract. Construction Contractor agrees (i) to treat and to obligate its consultants, employees, and subcontractors to consider and treat all information as secret and confidential, and (ii) not to disclose or issue any information or make available any reports, recommendations and/or conclusions in connection with the Work or the Site, which Construction

Contractor may make to Owner, or any drawings, to any person, firm or corporation or use the same in any manner whatsoever without first obtaining Owner's prior written approval.

1.03 The Contract Documents represent the entire and integrated agreement between Owner and Construction Contractor and shall be deemed to supersede all prior negotiations, representations or agreements, whether written or oral.

## ARTICLE 2 OWNER

2.01 To the extent required by Construction Contractor to perform the Work, Owner shall furnish descriptions of all surveys describing the physical characteristics, legal limitations and utility locations for the area within which the Work is to be performed and where materials are to be stored, which Work areas within the Site are limited to the areas designated as such on Exhibit D to the Agreement ("Work Area"). Construction Contractor shall confine its activities at the Site to the Work Area. All other grades, lines, levels, benchmarks, courses and distances shall be established and maintained by Construction Contractor.

2.02 Unless otherwise provided in the Contract Documents, Construction Contractor will be furnished with, free of charge, one set of prints and one reproducible set of all drawings comprising the plans and specifications and one set of the specifications. Owner shall be responsible for all utility connection charges and tap-in fees, including excess capacity fees, meter installation charges or the like.

2.03 If Construction Contractor is in default of any of its obligations under the Contract Documents, and such failure or default continues for seven days after written notice from Owner, Owner may order Construction Contractor immediately to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Construction Contractor or any other person or entity. This right shall be in addition to, and not in restriction of, Owner's other rights under the Contract Documents.

2.04 The Electrical Trade Manager identified in the Agreement, or any substitute designated as such in writing from Owner to Construction Contractor, is Owner's representative with full power to bind Owner.

2.05 Owner reserves for itself and its representatives the right of access to any part of the Work at any time for the purpose of observing or testing or to install other work either with its own forces or with other contractors. Such access is not to be construed to mean partial occupancy by Owner.

2.06 Owner reserves the right to designate, by notice to Construction Contractor (if not so designated on Page 1 of the Agreement) one or more persons or entities that is the owner or manager of the Site or the existing building within which the Work is to be performed (if any, the "Building") as a Building Owner/Manager. To the extent a Building Owner/Manager is so designated, all provisions of this Contract relating to the Building Owner/Manager shall apply, and mean and refer, to the persons or entities so designated. To the extent a Building Owner/Manager is not so designated, no force or effect shall be given to those provisions to the extent related to the Building Owner/Manager.

2.07 Owner reserves the right to engage third parties, including architects and engineers, to assist Owner in various capacities related to the Work and Contract Documents, including in the administration of the Contract Documents. Construction Contractor agrees to cooperate with all such consultants, including architects and engineers, in all aspects of the Work and Contract Documents, including the administration thereof. Construction Contractor acknowledges and agrees that Owner may grant conditional approval of or require the approval of any such consultant, including any architect or engineer, as a condition to Owner's granting any consent or approval required of Owner under the Contract Documents. Construction Contractor shall cooperate with such processes required by Owner to obtain such consultant" consents.

**ARTICLE 3 CONSTRUCTION CONTRACTOR**

3.01 Construction Contractor shall have primary responsibility for preparation of budgets for the Work throughout the design process in cooperation and consultation with Owner and its consultants. Construction Contractor's submission nor Owner's approval of any budget shall alter the Contract Sum (absent a Change Order executed by the Parties). Any budget may contain one or more line items for Owner's contingency or a contingency expressly to be controlled by Owner and each such contingency is herein called an "Owner's Contingency". An Owner's Contingency (i) shall only be available for use in connection with the Work upon Owner's written approval, which may be granted or denied by Owner in Owner's sole discretion for any or no reason, (ii) shall not be included in the agreed upon Contract Sum, and (iii) which is not used upon final completion of the Work and Construction Contractor is not entitled to any unused portion thereof.

3.02 Construction Contractor shall perform the Work in accordance with all laws, ordinances, codes, rules and regulations, orders and decisions of all government authorities having jurisdiction over the Site ("Government Requirements"), and otherwise perform Construction Contractor's obligations contemplated in the Contract Documents. Construction Contractor acknowledges that Construction Contractor has visited the Site, examined all conditions affecting the Work, and is fully familiar with all of the conditions thereon and affecting the Work and the Work Area. Construction Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved (or approved as noted) shop drawings, product data or samples for such portion of the Work.

3.03 Construction Contractor shall employ a competent project superintendent, necessary assistants, and staff, as necessary for the proper administration, coordination and supervision of the Work, all approved by Owner in writing by either being listed in the Agreement or by separate written approval accepted by or on behalf of Owner. Owner's approval of any such person (or of any substitute for such person) shall not relieve Construction Contractor of or otherwise limit or affect Construction Contractor's obligation to employ competent persons of sufficient skill and experience to perform their assigned responsibilities in accordance with the standards and requirements set forth in the Contract. Construction Contractor's project superintendent shall be in attendance at the Work Area for the duration of the Work and such project superintendent's duties shall not be diminished without the prior written consent of Owner. Construction Contractor's project superintendent shall represent Construction Contractor and all communications given to such project superintendent shall be as binding as if given to Construction Contractor. Upon Owner's request, any communication from such project superintendent shall be confirmed in writing by an authorized partner, member or officer, as the case may be, of Construction Contractor. Construction Contractor's project superintendent shall have authority to furnish estimates and to approve field changes and shall attend meetings with Owner at such times and places as shall be requested by Owner to report on the progress of the Work or otherwise to consult with Owner. Construction Contractor's project superintendent and other members of Construction Contractor's staff identified on page 1 of the Agreement or separately approved by Owner as provided above shall not be changed without the consent of Owner unless such person leaves the employ of Construction Contractor, in which event the substitute must first be approved in writing by Owner. If Owner gives Construction Contractor notice Construction Contractor's project superintendent or any other of Construction Contractor's personnel identified on page 1 of the Agreement (or any person that replaces any of the foregoing) has failed to perform his or her responsibilities in accordance with the standards set forth in this Contract and such failure is not remedied within ten (10) days of such notice, Construction Contractor shall, if requested by Owner, promptly replace such person with a person having the competence, skill and experience necessary to perform such responsibilities and approved by Owner. Those individuals who are the authorized signatories for Construction Contractor are also listed in the Agreement.

3.04 Construction Contractor shall (a) supervise and direct the Work using Construction Contractor's best professional skill and attention, and (b) be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Construction Contractor shall furnish its best skill and judgment, employing first class professional standards, and shall cooperate with the other parties involved in the Work in furthering the interests of Owner. Construction Contractor accepts sole responsibility for the acts and omissions of Construction Contractor's employees, subcontractors and their respective agents and employees. Construction Contractor shall (i) at all times enforce strict discipline and good order among Construction Contractor's employees and shall not employ on the Work any unfit person or anyone not skilled in the

task assigned to him; (ii) confine Construction Contractor's equipment, apparatus, materials, and operations of its workmen and subcontractors within limits allowed by Owner and Building Owner/Manager and not unnecessarily burden the Work Area with materials; (iii) correct, at Construction Contractor's expense, damage to property resulting from the Work; and (iv) if the Work requires a temporary shut-down of a service in the Building or any other improvements on the Site, cause such Work to be accomplished during other than normal hours and coordinated with Owner and Building Owner/Manager at Construction Contractor's expense; provided further that Construction Contractor shall give adequate notice to Owner and Building Owner/Manager that Construction Contractor will require a shut-down.

3.05 (a) Construction Contractor shall not use, in connection with the Work, any material containing asbestos as defined by the United States Environmental Protection Agency 40 CFR CH. 1 (7-1-00 Edition) Subpart M-National Emission Standard for Asbestos and the Occupational Safety and Health Administration, Part 1910: Occupational Safety and Health Standards, Subpart Z: Toxic and Hazardous Substances, Standard 1910.1001: Asbestos.

(b) Construction Contractor shall not use, in connection with the Work, any hazardous waste, toxic substance or related materials, including substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9061 et seq., Hazardous Materials Transportation Act, as amended, 49 U.S.C. Sec. 1802, and the Resource Conservation Act and Recovery Act, as amended, 42 U.S.C. Sec. 6901 et seq. ("Hazardous Materials") in such manner as would violate any Government Requirements or would cause any damage or a risk of any damage to the environment, or in such a manner as to leave any residue which could be hazardous to persons or property or cause liability to Owner.

3.06 Construction Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin or ancestry. Construction Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin or ancestry. Construction Contractor shall comply with, and shall cooperate with Owner and other contractors and subcontractors in connection with compliance with, the regulations of the Occupational Safety and Health Act of 1970, as amended ("OSHA"), or any similar state law which is applicable. If any Construction Contractor's employee working on the Work files a charge of noncompliance with OSHA, Construction Contractor shall notify Owner's Project Manager promptly upon receiving notice of such charge.

3.07 (a) The Contract Sum is based on the Completion Schedule attached to the Agreement as Exhibit A (said schedule, as modified as permitted herein with Owner's written approval is herein called the "Completion Schedule"). Except as expressly provided for in the Contract Documents, Construction Contractor shall not be entitled to any additional payment for overtime, which includes shift work, required to complete the Work in accordance with the Completion Schedule.

(b) If Owner requests Construction Contractor to work overtime due solely to Owner's election to accelerate the performance of the Work ahead of the Completion Schedule, Construction Contractor shall comply with the following requirements:

(i) Construction Contractor shall submit a statement of employees by name, trade, classification, hourly rate, and premiums or overtime charges worked to substantiate premium or overtime charges, in such detail as to demonstrate to Owner its correctness. These statements shall be prepared on a daily basis and shall be submitted daily for Owner's records. The rates, premiums and overtime charges shall correspond with the schedule of rates and unit costs in Exhibit F to the Agreement, which rates and unit prices include all contributions to federal and state unemployment tax and for federal insurance contributions tax required to be paid by Construction Contractor.

(ii) Owner will pay for authorized overtime work only the amounts of overtime premium wages actually paid by Construction Contractor in accordance with those set forth on the schedule of rates and unit costs attached as Exhibit F to the Agreement.

obligation to assure that the Work performed by Construction Contractor is in compliance with the Contract Documents.

3.09 Construction Contractor shall procure all permits, licenses and certificates of inspection or occupancy necessary to complete the Work and occupy the Work Area, and shall deliver same to Owner promptly upon completion of the Work or at Owner's request. If any utility connection charges, tap-in fees or similar items are required to be paid as a condition precedent to the issuance of any such permits, licenses, or certificates, Construction Contractor shall notify Owner thereof and coordinate Owner's payment of such items as required by Section 2.02 in a timely manner to permit proper issuance of all permits, licenses and certificates as required hereby. Prior to Construction Contractor's application for a permit, Construction Contractor shall secure Owner's approval of the Project value to be used for permit purposes.

3.10 Construction Contractor shall commence performance of its obligations under the Contract Documents upon the date set forth in the Completion Schedule for commencement of the Work or, if no such date is included in the Completion Schedule, upon execution of the Agreement by Owner and delivery to Construction Contractor of the Agreement by Owner. Construction Contractor shall, subject to adjustment evidenced by change orders, cause completion of each of the elements of the Work, including substantial completion and final completion, as set forth in the Completion Schedule. Construction Contractor shall consult with Owner on the actual progress of the Work and, if requested by Owner at any time, shall at no additional cost to Owner, submit to Owner a series of reports (at such intervals as may be requested by Owner) reflecting the progress of the Work.

3.11 Construction Contractor shall maintain at the Work Area for Owner one record copy of all current and up-to-date plans and specifications, addenda, change orders and other modifications, in good order and marked currently to record all changes made during construction, and approved shop drawings, product data and samples. No review or receipt of such records by Owner shall be a waiver of any deviation from the Contract Documents or in any way relieve Construction Contractor from Construction Contractor's responsibility to perform the Work in accordance with the Contract Documents unless such deviations are specifically noted in writing by Construction Contractor and specifically approved in writing by Owner. Construction Contractor shall furnish to Owner four complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment furnished under the Contract Documents and any additional data specifically requested under the various sections of the specifications for each division of the Work. The manuals shall be arranged in proper order, indexed and suitably bound.

3.12 (a) Construction Contractor shall procure, review, and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in any work of Owner, all shop drawings, product data and samples required by Contract Documents. Construction Contractor shall maintain an accurate record of all deviations from the plans and specifications which occur in the Work as actually constructed, and shall submit to Owner, two (2) sets (one to be reproducible) of complete information including descriptions, drawings, sketches, marked prints, and similar data, indicating the "as-built" conditions. Construction Contractor shall keep "as-built" record drawings up to date concurrently as the Work progresses. Submittal of such drawings is required prior to Construction Contractor submitting its application for final payment.

(b) Each subcontractor shall submit through Construction Contractor all shop drawings at a scale which is easily read and not smaller than 8-1/2 inches by 11 inches nor larger than 36 inches by 48 inches, and all samples and manufacturers' descriptive data. All submissions by or through Construction Contractor shall be thoroughly examined by Construction Contractor and shall clearly identify the relevant specifications section before submission to Owner, and shall bear Construction Contractor's approval stamp.

(c) All shop drawings must be dated and properly identified with the name of the Site and Work Area. Each lot submitted must be accompanied by a letter of transmittal which refers to the name of the Site and Work Area and to the specification section number for identification of each item, and which clearly states qualifications, departures or deviations from the Contract Documents, if any. For each section of the Work, shop drawings shall be numbered consecutively and the numbering system shall be retained throughout all revisions. Construction Contractor shall submit one reproducible transparency and as many prints (at least three) of each shop drawing as may be reasonably required by Owner until final acceptance thereof is obtained. Construction